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August 31, 1989

11498-22  
RECORDATION #3 FILED 1423

SEP 1 1989 9 50 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Room 2215  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. § 11303 are one original and four copies of the document hereinafter described. It relates to the railroad equipment identified below.

1. Amendment No. 3 dated as of March 16, 1989, between BRAE Transportation, Inc., lessor, and Indiana Hi-Rail Corporation, lessee.

The equipment subject to this document consists of 12 Gondola cars bearing the marks GSOR 2335, 2362, 2369, 2376, 2388, 2461, 2472, 2474-2475, 2516, 2523 and 2546, inclusive.

The names and addresses of the parties to the document are as follows:

Lessor: BRAE Transportation, Inc.  
One Hundred Sixty Spear Street  
San Francisco, CA 94105

Lessee: Indiana Hi-Rail Corporation  
R.R. # 1, Box 242  
Connersville, Indiana 47331

Please file and record the document with indexing under the foregoing names. Since this is a secondary document related to the Lease Agreement recorded under Recordation Number 11498, it is requested that this document be given the next available letter designation under Recordation Number 11498.

*Chen Kilgus*  
*Robert J. Corber*

Ms. Noreta R. McGee  
August 31, 1989  
Page 2

A fee of \$13.00 is enclosed for the recordation.  
Please return the original and any extra copies not needed by the  
Commission for recordation to the person presenting this letter.

A short summary of the document to appear in the index  
follows:

1. Amendment No. 3 dated as of March 16, 1989,  
between BRAE Transportation, Inc., lessor, and Indiana Hi-Rail  
Corporation, lessee, for railcars bearing the marks GSOR 2335,  
2362, 2369, 2376, 2388, 2461, 2472, 2474-2475, 2516, 2523 and  
2546, inclusive.

Very truly yours,



Robert J. Corber  
Attorney for  
Brae Transportation, Inc.

RJC:smg

Enclosures

COPY

RECORDING NO. 21498-Ed FEB 1989

**AMENDMENT NO. 3**

SEP 1 1989 -9 50 AM

INTERSTATE COMMERCE COMMISSION

Amendment No. 3, dated as of March 16, 1989, between BRAE Transportation, Inc. ("BTI"), successor to BRAE Corporation, 160 Spear Street, Suite 1600, San Francisco, California 94105 and Indiana Hi-Rail Corporation ("Lessee"), R.R. #1, Box 242, Connersville, Indiana 47331.

**RECITALS**

- A. Pursuant to the Lease Agreement dated as of May 26, 1982, as amended by a letter amendment dated February 3, 1983, an Amendment dated June 30, 1986, and an Amendment No. 2 dated March 24, 1988 (the "Lease Agreement"), BTI is currently leasing five (5) gondola cars to Lessee.
- B. BTI and Lessee now desire to extend the term of the Lease Agreement and to add seven (7) gondola cars to the Lease Agreement.
- C. In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

**AGREEMENTS**

- 1. **Defined Terms.** The terms used in this Amendment No. 3 which are defined in the Lease Agreement shall have the same meanings herein as specified therein, except when specifically redefined.
- 2. **Equipment Schedule.** The Lease Agreement shall cover those railcars listed and identified in Equipment Schedules No. 3 and No. 4 attached hereto.
- 3. **Amendment to Section 2 of the Lease Agreement.** The paragraph contained in Section 2 shall be deleted in its entirety and the following new paragraph shall be substituted therefore:

**"Term.** This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The lease pursuant to this Agreement with respect to each Car shall commence when such Car has been delivered, as provided in Section 3A hereof, and shall continue until March 31, 1992."

- 4. **Limitation.** Except as amended herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date first written above.

BRAE TRANSPORTATION, INC.  
 By *Donald Blittler*  
 Title PRESIDENT - RAIL DIVISION  
 Date MAR 22 1989

INDIANA HI-RAIL CORPORATION  
 By *Dawn Bohm*  
 Title V. P. Equipment  
 Date 3-16-89

**EQUIPMENT SCHEDULE NO. 3**

BRAE Transportation, Inc. ("BTI") hereby leases the following railcars to Indiana Hi-Rail Corporation ("Lessee") pursuant to that certain Lease Agreement dated as of May 26, 1982, as amended (the "Lease Agreement").

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Markings and Car Numbers</u>	<u>Internal BTI Code</u>
4	52'6", 100-ton Gondola Cars	GB	GSOR 2335 2376 2388 2475	320

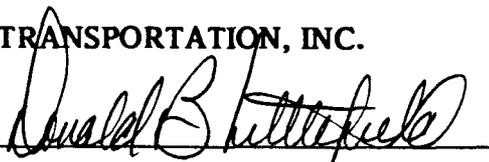
BTI and Lessee hereby agree that this Equipment Schedule No. 3 shall supersede Equipment Schedule No. 2 and such Equipment Schedule No. 2 shall become null and void as of the date hereof.

BTI and Lessee hereby incorporate by reference all of the terms, conditions and provisions of the Lease Agreement in this Schedule.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the 16<sup>th</sup> day of March, 1989.

**BRAE TRANSPORTATION, INC.**

By



Title

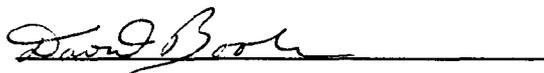
PRESIDENT - RAIL DIVISION

Date

MAR 22 1989

**INDIANA HI-RAIL CORPORATION**

By



Title

V.P. Equipment

Date

3-16-89

**EQUIPMENT SCHEDULE NO. 4**

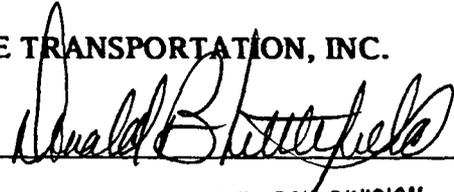
BRAE Transportation, Inc. ("BTI") hereby leases the following railcars to Indiana Hi-Rail Corporation ("Lessee") pursuant to that certain Lease Agreement dated as of May 26, 1982, as amended (the "Lease Agreement").

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Markings and Car Numbers</u>	<u>Internal BTI Code</u>
8	52'6", 100-ton Gondola Cars	GB	IHRC 2362 2369 2461 2472 2474 2516 2523 2546	320

BTI and Lessee hereby agree that this Equipment Schedule No. 4 and Equipment Schedule No. 3 shall supersede Equipment Schedule No. 2 and such Equipment Schedule No. 2 shall become null and void as of the date hereof.

BTI and Lessee hereby incorporate by reference all of the terms, conditions and provisions of the Lease Agreement in this Schedule.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the 16<sup>th</sup> day of March, 1989.

**BRAE TRANSPORTATION, INC.**  
 By   
 Title PRESIDENT - RAIL DIVISION  
 Date MAR 22 1989

**INDIANA HI-RAIL CORPORATION**  
 By   
 Title V.P. Equipment  
 Date 3-16-89

STATE OF Indiana )  
COUNTY OF Fayette ) ss.

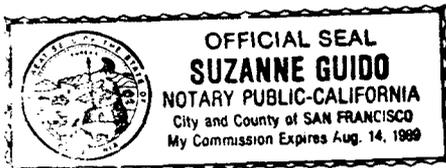
On this 16 day of March, 1989, before me personally appeared David Booker, to me personally known, who being by me duly sworn, did depose and say that such person is V.P. Equipment of Indiana Hi-Rail Corporation, and that the foregoing Amendment No. 3, and Equipment Schedules No. 3 and No. 4 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of such corporation.

Melba Dee Fajer  
Notary Public

[seal]

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

On this 22 day of March, 1989, before me personally appeared Donald B. Littlefield, to me personally known, who being by me duly sworn says that such person is Resident of BRAE Transportation, Inc., and that the foregoing Amendment No. 3, and Equipment Schedules No. 3 and No. 4 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments was the free act and deed of such corporation.



Suzanne Guido  
Notary Public

[seal]